

# Certified Copy

## AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of August 31, 1953 between STAUFFER CHEMICAL COMPANY (DELAWARE), a Delaware corporation, and a majority of the directors thereof and STAUFFER CHEMICAL COMPANY, a California corporation, and a majority of the directors thereof (said corporations being hereinafter sometimes collectively called the "Constituent Corporations").

WHEREAS, Stauffer Chemical Company (Delaware) is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 100 shares, all of which are of one class and with a par value of \$10 a share and all of which shares of capital stock are issued and outstanding and are owned by Stauffer Chemical Company; and

WHEREAS, Stauffer Chemical Company is a corporation duly organized and existing under the laws of the State of California, having an authorized capital stock consisting of 10,000 shares of 7½% Preferred Stock, \$100 par value, none of which is issued and outstanding, 20,000 shares of 6% Preferred Stock, <sup>\$100 par value</sup> none of which is issued and outstanding, and 30,000 shares of common stock, \$100 par value, of which 17,002 shares are issued and outstanding in the hands of the public; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable that said corporations merge, and have duly approved the form of this Agreement of Merger and the Constituent Corporations respectively desire to merge under and pursuant to the provisions of the laws of the States of Delaware and California and the laws of each of such states permit such merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Stauffer Chemical Company, a California corporation, shall be and the same hereby is merged into Stauffer Chemical Company (Delaware), a Delaware corporation, one of said Constituent Corporations and which shall be the surviving corporation but whose name shall be changed to Stauffer Chemical Company and that the terms and conditions of such merger and the mode of carrying the same into effect are and the same shall be as follows:

### ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Company") is

STAUFFER CHEMICAL COMPANY

### ARTICLE II

The principal office of the Company in Delaware shall be located in the City of Wilmington, County of New Castle, State of Delaware. The name of its resident agent in charge thereof is The Corporation Trust Company, whose address is No. 100 West 10th Street, in the City of Wilmington, County of New Castle, State of Delaware.

### ARTICLE III

The nature of the business of the Company and the objects and purposes proposed to be transacted, promoted, or carried on by it, are as follows, to-wit:

- (a) To manufacture, produce, buy, sell and deal in minerals and chemicals of every description, organic and inorganic, natural or synthetic, in the form of raw materials, intermediates, or finished

products and any other related products whatsoever and by-products derived from the manufacture thereof and products to be made therefrom, and to do all things and to acquire real and personal property of all kinds necessary or incident thereto, including the acquisition, leasing, developing, operating, and dealing in mines and mineral claims and properties.

(b) To engage in research, exploration, laboratory and development work relating to any substance, compound or mixture, now known or which may hereafter be known, discovered or developed, and to perfect, develop, manufacture, use, apply and generally deal in any such substance, compound or mixture.

(c) To erect, purchase, sell, lease, manage, occupy and improve buildings and to do and perform all things needful and lawful for the holding, development and improvement of the same for residence, trade and business purposes; to buy, own, operate, improve, lease and occupy lands and buildings for hotels, restaurants, apartment houses, dwelling houses, hospitals and business structures of all kinds, for the accommodation of the public and of individuals.

(d) To transact any mining or manufacturing business, and to purchase and sell real and personal property, goods, wares and merchandise used for such business.

(e) To purchase or otherwise acquire, lease, assign, mortgage, pledge or otherwise dispose of any trade names, trade-marks, concessions, inventions, formulae, improvements, processes of any nature whatsoever, copyrights, and letters patent of the United States and of foreign countries, and to accept and grant licenses thereunder.

(f) To subscribe or cause to be subscribed for, and to purchase or otherwise acquire, hold for investment, sell, assign, transfer, mortgage, pledge, exchange, distribute or otherwise dispose of the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, notes and other evidences of indebtedness of any corporation, stock company or association, now or hereafter existing, and whether created by or under the laws of the State of Delaware, or otherwise; and while owner of any of said shares of capital stock or bonds or other property to exercise all the rights, powers and privileges of ownership of every kind and description, including the right to vote thereon, with power to designate some person for that purpose from time to time to the same extent as natural persons might or could do.

(g) To purchase, hold, sell and reissue the shares of its own capital stock.

(h) To endorse, guarantee and secure the payment and satisfaction of the principal of and interest on or evidenced by bonds, coupons, mortgages, deeds of trust, debentures, obligations or evidences of indebtedness of other corporations; to guarantee and secure the payment or satisfaction of the par or stated value of or dividends on shares of the capital stock of other corporations; to assume the whole or any part of the liabilities, existing or prospective, of any person, corporation, firm or association; and to aid in any manner any other person or corporation with which it has business dealings, or whose stocks, bonds, or other obligations are held or are in any manner guaranteed by the Company, and to do any other acts and things for the preservation, protection, improvement, or enhancement of the value of such stocks, bonds, or other obligations.

(i) Without in any particular limiting any of the objects and powers of the Company, it is hereby expressly declared and provided that the Company shall have power to do all things hereinbefore enumerated, and also to issue or exchange stocks, bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to borrow money without limit; to mortgage or pledge its franchises, real or personal property, income and profits accruing to it, any stocks, bonds or other obligations, or any property which may be owned or acquired by it, and to secure any bonds or other obligations by it issued or incurred.

(j) To carry on any business whatsoever which the Company may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated, directly

or indirectly, to promote the interests of the Company or to enhance the value of its property; to conduct its business in the State of Delaware, in other States, in the District of Columbia, in the territories and colonies of the United States, and in foreign countries; and to hold, purchase, mortgage and convey real and personal property, either in or out of the State of Delaware, and to have and to exercise all the powers conferred by the laws of Delaware upon corporations formed under the act pursuant to and under which this Company is formed.

The objects and purposes specified in the foregoing clauses shall, except when otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Agreement, but the objects and purposes specified in each of the foregoing clauses of this Article shall be regarded as independent objects and purposes.

#### ARTICLE IV

The total number of shares of stock which the Company shall have authority to issue is 4,000,000 shares and the par value of each of such shares is \$10.00. All such shares are designated Common Stock and are of one and the same class and have full voting powers and equal rights of participation in dividends and assets of the Company.

Holders of Common Stock of the Company shall be possessed of and have the preemptive right, during a reasonable time and on reasonable conditions, both to be fixed by the Board of Directors in their absolute discretion, to subscribe pro rata for any additional shares of Common Stock or other securities of the Company convertible into Common Stock which may hereafter be issued for cash, *provided, however*, no stockholder of the Company, of whatever class or series, shall, as such holder, have any preemptive or preferential right of subscription with respect to an aggregate of 500,000 additional shares of Common Stock which may hereafter be issued from time to time.

#### ARTICLE V

The minimum amount of capital with which the Company will commence business is \$1000.

#### ARTICLE VI

The Company is to have perpetual existence.

#### ARTICLE VII

The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

#### ARTICLE VIII

The number of the directors of the Company shall be fixed from time to time by the By-laws and the number may be increased or decreased as therein provided but in no case shall the number be less than 3. In case of any increase in the number of directors, the additional directors shall be elected as provided by the By-laws by the directors or by the stockholders at an annual or special meeting. In case of any vacancy in the number of directors, the remaining directors by affirmative vote of a majority thereof may elect a successor to hold office for the unexpired portion of the term of the director whose place is vacated and until his successor shall be elected and qualified. The election of directors of the Company need not be by ballot unless the By-laws so require.

In furtherance, and not in limitation of the powers conferred by law, the Board of Directors are expressly authorized:

(a) To make, alter, amend or repeal the By-laws of the Company subject to the power of the stockholders of the Company having voting power to alter, amend or repeal By-laws made by the Board of Directors.

(b) To remove at any time any officer elected or appointed by the Board of Directors by such vote of the Board of Directors as may be provided for in the By-laws. Any other officer of the Company may be removed at any time by a vote of the Board of Directors, or by any committee or superior officer upon whom such power of removal may be conferred by the By-laws or by the vote of the Board of Directors.

(c) To determine whether any, and if any, what part, of the annual net profits of the Company or of its net assets in excess of its capital shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition of any such annual net profits or net assets in excess of capital.

(d) To fix from time to time the amount of the profits of the Company to be reserved as working capital or for any other lawful purpose.

(e) To establish bonus, profit sharing or other types of incentive or compensation plans for the employees (including officers and directors) of the Company and to fix the amount of the profits to be distributed or shared and to determine the persons to participate in any such plans and the amounts of their respective participations.

(f) From time to time to determine whether and to what extent, and at what time and places and under what conditions and regulations the accounts and books of the Company (other than the stock ledger), or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the Company, except as conferred by statute or authorized by the Board of Directors or by a resolution of the stockholders.

(g) To authorize, and cause to be executed, mortgages and liens upon the real and personal property of the Company.

## ARTICLE IX

No contract or other transaction between the Company and any other corporation and no other act of the Company with relation to any other corporation shall, in the absence of fraud, in any way be invalidated or otherwise affected by the fact that any one or more of the directors of the Company are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any director of the Company individually, or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Company, provided that the fact that he individually or as a member of such firm or association is such a party or so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such contract or transaction shall be taken; and any director of the Company who is also a director or officer of such other corporation or who is such a party or so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested. Any director of the Company may vote upon any contract or other transaction between the Company and any subsidiary or affiliated corporation without regard to the fact that he is also a director of such subsidiary or affiliated corporation.

Any contract, transaction or act of the Company or of the directors, which shall be ratified at any annual meeting of the stockholders of the Company, or at any special meeting called for such purpose, shall, in so far as permitted by law or by the Certificate of Incorporation of the Company, be as valid and as binding as though ratified by every stockholder of the Company; provided, however, that any failure of the stockholders to approve or ratify any such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or deprive the Company, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

## ARTICLE X

Each officer, director, or member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Company by any of its officials or by an independent public accountant or by an appraiser selected with reasonable care by the Board of Directors or by any such committee or in relying in good faith upon other records of the Company.

## ARTICLE XI

Each director and each officer (and his heirs, executors and administrators) shall be indemnified by the Company against expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his being or having been a director or officer of the Company or, at its request, of any other corporation of which it is a stockholder or creditor and from which he is not entitled to be indemnified, (whether or not he continues to be a director or officer at the time of imposing or incurring such expenses) except in respect of matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; in the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

## ARTICLE XII

Both the stockholders and the directors of the Company may hold their meetings and the Company may have an office or offices in such place or places outside of the State of Delaware as the By-laws may provide and the Company may keep its books outside of the State of Delaware except as otherwise provided by law.

## ARTICLE XIII

The Company hereby reserves the right to amend, alter, change or repeal any provision contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware and all rights conferred on stockholders therein are granted subject to this reservation.

## ARTICLE XIV

For all purposes of the laws of the State of Delaware, this Agreement and the merger herein provided for shall become effective and the separate existence of Stauffer Chemical Company, a California corporation, except insofar as it may be continued by statute, shall cease as soon as (a) this Agreement shall have been adopted, approved, signed and acknowledged in accordance with the laws of the State of Delaware and certificates of its adoption and approval executed in accordance with such laws and (b) this Agreement and such certificates shall have been filed in the office of the Secretary of State of Delaware and recorded in the office of the Recorder of New Castle County, Delaware. For all purposes of the laws of the State of California, this Agreement and the merger herein provided for shall become effective and the separate existence of Stauffer Chemical Company, a California corporation, except insofar as it may be continued by statute, shall cease as soon as (a) this Agreement shall have been adopted, approved, signed and acknowledged in accordance with the laws of the State of California and certificates of its adoption and approval executed in accordance with such laws and (b) this Agreement and such certificates shall have been filed in the office of the Secretary of State of California.

## ARTICLE XV

The By-laws of Stauffer Chemical Company (Delaware) shall become the By-laws of the Company.

## ARTICLE XVI

The names and places of residence of the persons who are to be directors of the Company until their successors shall have been chosen according to its By-laws and shall have duly qualified, are as follows:

<u>Name</u>	<u>Place of Residence</u>
Christian de Guigné, III.....	981 Crystal Springs Road, San Mateo, California
Hans Stauffer .....	5 Courseview Road, Bronxville, New York
John Stauffer .....	2475 Glendower Place, Los Angeles 27, California
Christian de Dampierre.....	530 Park Avenue, New York 21, N. Y.
Rollo C. Wheeler.....	3501 Jackson Street, San Francisco 18, California
Vincent H. O'Donnell.....	2720 Pierce Street, San Francisco, California
Elliott McAllister .....	2939 Divisadero Street, San Francisco, California

The names and places of residence of the persons who are to be officers of the Company until their successors are chosen or appointed according to the By-laws of the Company are as follows:

<u>Name</u>	<u>Office</u>	<u>Place of Residence</u>
Christian de Guigné, III.....	President .....	981 Crystal Springs Road, San Mateo, California.
Hans Stauffer .....	Executive Vice President.....	5 Courseview Road, Bronxville, New York.
John Stauffer .....	Vice President and Secretary.....	2475 Glendower Place, Los Angeles 27, California.
Christian de Dampierre.....	Treasurer .....	530 Park Avenue, New York 21, N. Y.
Rollo C. Wheeler.....	Vice President .....	3501 Jackson Street, San Francisco 18, California.
Ferd. W. Wieder.....	Vice President .....	934 Arlington Avenue, Berkeley, California.
Vincent H. O'Donnell.....	Assistant Secretary and General Counsel .....	2720 Pierce Street, San Francisco, California.
Paul S. Brallier.....	Assistant Secretary .....	932 College Avenue, Niagara Falls, N. Y.
Herman Hecht .....	Assistant Secretary .....	3824 Bronx Boulevard, New York 67, N. Y.
Helen R. Smith.....	Assistant Secretary .....	1146 So. Plymouth Boulevard, Los Angeles 19, California.
L. F. Cummings.....	Assistant Secretary .....	6200 Acacia Avenue, Oakland 18, California.

## ARTICLE XVII

The manner and basis of converting the shares of the Constituent Corporations into the shares of the Company shall be as follows:

Immediately upon this merger becoming effective, each share of Common Stock of Stauffer Chemical Company, a California corporation, one of the Constituent Corporations, outstanding in the hands of the public, *ipso facto* without any action on the part of the holder thereof shall automatically become and be converted into 120 shares of the Common Stock of the Company and each outstanding certificate representing such shares of Common Stock of Stauffer Chemical Company, a California corporation, shall thereupon be deemed for all corporate purposes to evidence the ownership of the number of full paid, non-assessable shares of Common Stock of the Company into which the shares of Common Stock of said Stauffer Chemical Company shall have been so converted.

The holders of Common Stock of Stauffer Chemical Company, a California corporation, one of the Constituent Corporations, shall be entitled and required to surrender the certificates for such stock held by them, which certificates shall be duly endorsed for transfer, and to receive in exchange therefor certificates for 120 shares of the Common Stock of the Company for each share of Common Stock of Stauffer Chemical Company, a California corporation, held by them.

In view of the fact that Stauffer Chemical Company, a California corporation, owns all of the outstanding capital stock of the Company, which is the surviving corporation and shares of stock of the Company are to be issued to the stockholders of Stauffer Chemical Company, a California corporation, the shares of Common Stock of the Company issued and outstanding on the effective date of this Agreement and held by Stauffer Chemical Company, a California corporation, and all rights in respect thereof shall cease to exist and the certificates for such shares shall be cancelled.

## ARTICLE XVIII

Upon this Agreement becoming effective, the assets and liabilities of Stauffer Chemical Company, a California corporation, shall be taken up on the books of the Company at the amount at which they shall at that time be carried on the books of Stauffer Chemical Company, a California corporation.

## ARTICLE XIX

On the effective date of this Agreement, (i) the Company shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) the Company shall be vested with all property, real, personal and mixed, and all debts due to said Constituent Corporations on whatever account as well for stock subscriptions as all other things in action or belonging to said Constituent Corporations; and (iii) all property, rights, privileges, powers and franchises of said Constituent Corporations shall be thereafter as effectually the property of the Company as they were of said Constituent Corporations but all rights of creditors and all liens upon any property of any said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of this Agreement, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Stauffer Chemical Company, a California corporation, agrees that from time to time as and when requested by the Company, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Company may deem necessary or desirable, in order to vest in and confirm to the Company title to and possession of all the property, rights, privileges, powers, franchises and immunities of Stauffer Chemical Company, a California corporation, and otherwise to carry out the intent and purposes of this Agreement.

The Company shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

## ARTICLE XX

This Agreement shall be submitted to the stockholders of the Constituent Corporations as provided by the laws of the States of Delaware and California and upon the approval thereof as therein provided by the holders of the outstanding shares of capital stock of each of the Constituent Corporations, shall be deemed and taken to be the Agreement and Act of Merger of the Constituent Corporations. Upon this Agreement becoming effective, it shall constitute the certificate of incorporation of the Company.

IN WITNESS WHEREOF, this Agreement has been signed by a majority of the directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereto affixed and attested by the signature of its Secretary or Assistant Secretary, all as of the day and year first above written.

~~{CORPORATE SEAL}~~

STAUFFER CHEMICAL COMPANY (DELAWARE)  
CORPORATE  
SEAL  
1953  
DELAWARE

CHRISTIAN DE DAMPIERRE

CHRISTIAN DE GUIGNÉ

ELLIOTT McALLISTER

VINCENT H. O'DONNELL

HANS STAUFFER

JOHN STAUFFER

ROLLO C. WHEELER

A majority of the directors of Stauffer Chemical  
Company (Delaware)

Attest:

JOHN STAUFFER  
Secretary

~~{CORPORATE SEAL}~~

STAUFFER CHEMICAL CO.  
INCORPORATED  
JULY 25, 1895  
26  
SAN FRANCISCO, CAL.

CHRISTIAN DE DAMPIERRE

CHRISTIAN DE GUIGNÉ

ELLIOTT McALLISTER

VINCENT H. O'DONNELL

HANS STAUFFER

JOHN STAUFFER

ROLLO C. WHEELER

A majority of the directors of Stauffer Chemical  
Company

Attest:

JOHN STAUFFER  
Secretary



CONSENT OF HOLDERS OF ALL OUTSTANDING SHARES OF STOCK

OF

STAUFFER CHEMICAL COMPANY (DELAWARE)

The undersigned, Stauffer Chemical Company, a California corporation, as the registered holder and owner of all outstanding shares of capital stock of Stauffer Chemical Company (Delaware), a Delaware corporation, to wit, 100 shares of Common Stock of the par value of \$10 each, all of one class, and pursuant to Sections 229 and 252 of the General Corporation Law of the State of Delaware, hereby waives all notices required under said Section 252 and approves, adopts and consents to the foregoing Agreement of Merger of Stauffer Chemical Company, a California corporation, into Stauffer Chemical Company (Delaware), a Delaware corporation.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President and its corporate seal, to be hereunto affixed and attested by its Secretary, this 3rd day of September, 1953.

[CORPORATE SEAL]

STAUFFER CHEMICAL CO.  
INCORPORATED  
JULY 25 1895  
SAN FRANCISCO, CAL.

STAUFFER CHEMICAL COMPANY

By CHRISTIAN DE GUIGNÉ  
*President*

Attest:

JOHN STAUFFER  
*Secretary*

CERTIFICATE OF SECRETARY

OF

STAUFFER CHEMICAL COMPANY (DELAWARE)

I, JOHN STAUFFER, Secretary of Stauffer Chemical Company (Delaware), a Delaware corporation, hereby certify that the Agreement of Merger on which this certificate is made, after first being signed by a majority of the directors of Stauffer Chemical Company (Delaware) and a majority of the Directors of Stauffer Chemical Company under the respective corporate seals of said companies, was duly approved and adopted by the stockholders of Stauffer Chemical Company (Delaware) by the consent in writing thereto by the holder of all shares of capital stock of said corporation outstanding pursuant to Sections 228 and 252 of the General Corporation Law of the State of Delaware. Said original consent is hereto annexed signed by Stauffer Chemical Company, which is the owner and holder of record of all the outstanding shares of capital stock of said Stauffer Chemical Company (Delaware).

WITNESS my hand and the seal of said corporation this 3rd day of September, 1953.

JOHN STAUFFER  
*Secretary*

~~{CORPORATE SEAL}~~

STAUFFER CHEMICAL COMPANY (DELAWARE)

CORPORATE  
SEAL  
1953  
DELAWARE

CERTIFICATE OF SECRETARY

OF

STAUFFER CHEMICAL COMPANY

I, JOHN STAUFFER, Secretary of Stauffer Chemical Company, a California corporation, hereby certify that the Agreement of Merger on which this certificate is made, after first being signed by a majority of the directors of Stauffer Chemical Company (Delaware) and a majority of the directors of said Stauffer Chemical Company under the respective corporate seals of said companies, was duly submitted to the shareholders of said Stauffer Chemical Company at a special meeting thereof duly called separately for the purpose of taking the same into consideration, in accordance with the laws of the State of California applicable thereto; and that at said meeting said Agreement of Merger was considered and a vote by ballot, in person or by proxy, taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote; and that the votes of shareholders of said Stauffer Chemical Company representing more than two-thirds of the total number of shares of each class of its outstanding capital stock were for the adoption of the said Agreement of Merger.

WITNESS my hand and the seal of Stauffer Chemical Company this 3rd day of September, 1953.

JOHN STAUFFER  
*Secretary*

~~[CORPORATE SEAL]~~

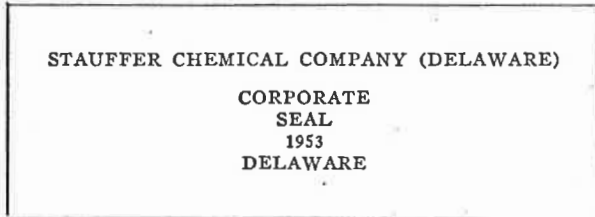
STAUFFER CHEMICAL CO.  
INCORPORATED  
JULY 25, 1895  
26  
SAN FRANCISCO, CAL.

STAUFFER CHEMICAL COMPANY (Delaware) has caused the foregoing Agreement of Merger, adopted and certified as aforesaid, to be signed by its President and Secretary under its corporate seal this 3rd day of September, 1953.

STAUFFER CHEMICAL COMPANY (DELAWARE)

~~{CORPORATE SEAL}~~

By CHRISTIAN DE GUIGNÉ  
*President*



By JOHN STAUFFER  
*Secretary*

Attest:

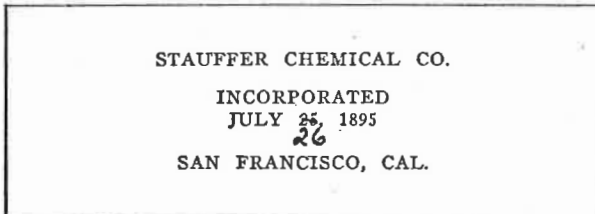
VINCENT H. O'DONNELL  
*Assistant Secretary*

STAUFFER CHEMICAL COMPANY has caused the foregoing Agreement of Merger, adopted and certified as aforesaid, to be signed by its President and Secretary under its corporate seal this 3rd day of September, 1953.

STAUFFER CHEMICAL COMPANY

~~{CORPORATE SEAL}~~

By CHRISTIAN DE GUIGNÉ  
*President*



By JOHN STAUFFER  
*Secretary*

Attest:

VINCENT H. O'DONNELL  
*Assistant Secretary*

ACKNOWLEDGMENT OF PRESIDENT

OF

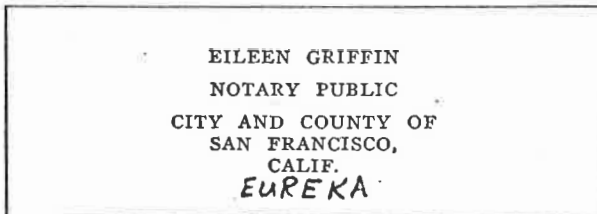
STAUFFER CHEMICAL COMPANY (DELAWARE)

STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } ss.:

On this 3rd day of September, A. D. 1953, before me, EILEEN GRIFFIN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared CHRISTIAN DE GUIGNÉ, III, known to me to be the President of Stauffer Chemical Company (Delaware), one of the corporations that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]



EILEEN GRIFFIN  
Notary Public in and for said  
County and State

My commission expires Nov. 16, 1955

ACKNOWLEDGMENT OF PRESIDENT

OF

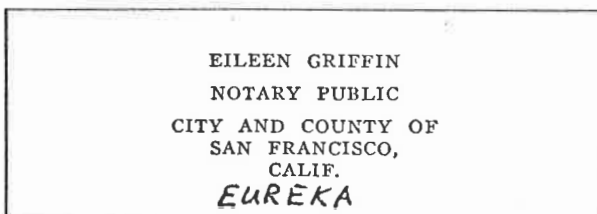
STAUFFER CHEMICAL COMPANY

STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } ss.:

On this 3rd day of September, A. D. 1953, before me, EILEEN GRIFFIN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared CHRISTIAN DE GUIGNÉ, III, known to me to be the President of Stauffer Chemical Company, one of the corporations that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]



EILEEN GRIFFIN  
Notary Public in and for said  
County and State

My commission expires Nov. 16, 1955



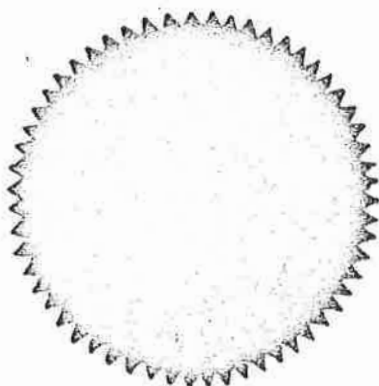
Office of Secretary of State

*I, John N. McDowell, Secretary of State of the State of Delaware,*  
do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Agreement of Merger between "STAUFFER CHEMICAL COMPANY (DELAWARE)", a corporation organized and existing under the laws of the State of Delaware and "STAUFFER CHEMICAL COMPANY", a corporation organized and existing under the laws of the State of California, under the name of "STAUFFER CHEMICAL COMPANY", as received and filed in this office the fourth day of September, A.D. 1953, at 12 o'clock Noon.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this           eighth           day  
of           September           in the year of our Lord  
          one thousand nine hundred and                     fifty-three          



*John N. McDowell*  
Secretary of State

*M. D. Tomlinson*  
Ass't. Secretary of State

SMC-789 1041